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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: \_\_\_\_\_

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10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA, ) CR NO. 12-00616  
13 )  
Plaintiff, ) PLEA AGREEMENT FOR DEFENDANT  
14 ) JOSEPH SERRANO, SR.  
v. )  
15 )  
JOSEPH SERRANO, SR., )  
16 )  
Defendant. )  
17 )  
18 )

19 1. This constitutes the plea agreement between JOSEPH  
20 SERRANO, SR. ("defendant") and the United States Attorney's  
21 Office for the Central District of California ("the USAO") in the  
22 investigation of defendant's solicitation and accepting of bribes  
23 from a marijuana dispensary operator in the City of Santa Fe  
24 Springs. This agreement is limited to the USAO and cannot bind  
25 any other federal, state or local prosecuting, administrative or  
26 regulatory authorities.  
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a) Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a single-count information in the form attached to this plea agreement as Exhibit A or a substantially similar form, and charges defendant with soliciting, demanding, accepting, or agreeing to accept bribes in violation of Title 18, United States Code, Section 666(a)(1)(B).

c) Abide by all agreements regarding sentencing factors contained in this agreement.

e) Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

g) Pay the applicable special assessment at or before the time of sentencing, unless defendant lacks the ability to pay and, prior to sentencing, submits a completed financial statement on a form to be provided by the USAO.

h) Pursuant to 18 U.S.C. § 3663A(a) (3), make restitution to the Federal Bureau of Investigation, in the amount

1 of \$10,000, representing the amount in undercover funds paid to  
2 defendant during the investigation of this matter.

3 THE USAO'S OBLIGATIONS

4 3. The USAO agrees to:

5 a) Not contest facts agreed to in this agreement.

6 b) Abide by all agreements regarding sentencing  
7 factors contained in this agreement.

8 c) At the time of sentencing, provided that defendant  
9 demonstrates an acceptance of responsibility for the offense up  
10 to and including the time of sentencing, recommend a two-level  
11 reduction in the applicable Sentencing Guidelines offense level,  
12 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,  
13 move for an additional one-level reduction if available under  
14 that section.

15 d) Except for criminal tax violations (including  
16 conspiracy to commit such violations chargeable under 18 U.S.C.  
17 § 371), not to prosecute defendant further for any other  
18 violations of federal criminal laws arising out of defendant's  
19 conduct described in the agreed-to factual basis set forth in  
20 paragraph 9 below or for communications that defendant had with  
21 dispensary operator M.E. on April 29, 2011; May 2, 2011; and  
22 May 3, 2011. Defendant understands that the USAO is free to  
23 prosecute defendant criminally for any other unlawful past  
24 conduct or any unlawful conduct that occurs after the date of  
25 this agreement. Defendant agrees that at the time of sentencing  
26 the Court may consider the uncharged conduct in determining the  
27 applicable Sentencing Guidelines range, the propriety and extent  
28 of any departure from that range, and the sentence to be imposed

1 after consideration of the Sentencing Guidelines and all other  
2 relevant factors under 18 U.S.C. § 3553(a).

3 e) Recommend that defendant be sentenced to a term of  
4 imprisonment no higher than the low end of the applicable  
5 Sentencing Guidelines range, provided that the offense level used  
6 by the Court to determine that range is 21 or higher and provided  
7 that the Court does not depart downward in offense level or  
8 criminal history category. For purposes of this agreement, the  
9 low end of the Sentencing Guidelines range is that defined by the  
10 Sentencing Table in U.S.S.G. Chapter 5, Part A.

11 NATURE OF THE OFFENSE

12 4. In order for defendant to be guilty of the single-count  
13 information, that is, soliciting, demanding, accepting, or  
14 agreeing to accept bribes in violation of Title 18, United States  
15 Code, Section 666(a)(1)(B), the following must be true: (1)  
16 defendant was an agent of a state or local government, or any  
17 agency of that government; (2) defendant solicited, demanded,  
18 accepted or agreed to accept anything of value from another  
19 person; (3) defendant did so corruptly with the intent to be  
20 influenced or rewarded in connection with some business,  
21 transaction, or series of transactions of the state or local  
22 government, or agency of that government; (4) this business,  
23 transaction, or series of transactions involved any thing of a  
24 value of \$5,000 or more; and (5) the state or local government,  
25 or agency of that government, in a one year period, received  
26 benefits of more than \$10,000 under any federal program involving  
27 a grant or other assistance.

PENALTIES AND RESTITUTION

5. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 666(a)(1)(B), is: 10 years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; a mandatory special assessment of \$100; and restitution as described in paragraph 2(h), above.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant understands that once the court accepts defendant's guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to revocation of probation, parole, or supervised

1 release in another case and suspension or revocation of a  
2 professional license. Defendant understands that unanticipated  
3 collateral consequences will not serve as grounds to withdraw  
4 defendant's guilty plea.

5 8. Defendant understands that, if defendant is not a  
6 United States citizen, the felony conviction in this case may  
7 subject defendant to the following: removal, also known as  
8 deportation, which may, under some circumstances, be mandatory;  
9 denial of citizenship; and denial of admission to the United  
10 States in the future. The court cannot, and defendant's attorney  
11 also may not be able to, advise defendant fully regarding the  
12 immigration consequences of the felony conviction in this case.  
13 Defendant understands that by entering a guilty plea defendant  
14 waives any claim that unexpected immigration consequences may  
15 render defendant's guilty plea invalid.

16 FACTUAL BASIS

17 9. Defendant admits that defendant is, in fact, guilty of  
18 this offense to which defendant is agreeing to plead guilty.  
19 Defendant and the USAO agree to the statement of facts provided  
20 below and agree that this statement of facts is sufficient to  
21 support a plea of guilty to the charge described in this  
22 agreement and to establish the Sentencing Guidelines factors set  
23 forth in paragraph 11 below but is not meant to be a complete  
24 recitation of all facts relevant to the underlying criminal  
25 conduct or all facts known to either party that relate to that  
26 conduct.

27 The City of Santa Fe Springs ("the City") is a local  
28 governmental agency within the meaning of 18 U.S.C. § 666(a)(1)

1 and (d) (2), (3). The Mayor and City Council members of the City  
2 are officers of the City authorized to act on behalf of the City,  
3 and are agents of the City. At all relevant times, defendant was  
4 an elected City Council Member of the City. From approximately  
5 December 2010 to October 2011, defendant was also the Mayor of  
6 the City.

7 In all relevant "one year period[s]," as that term is used  
8 in 18 U.S.C. § 666(b), the City of Santa Fe Springs received over  
9 \$10,000 in "Federal assistance," as that term is used in 18  
10 U.S.C. § 666(b).

11 In 2010 and 2011, the Santa Fe Springs City Council was  
12 discussing options for regulating marijuana dispensaries within  
13 the City. Defendant was one of two City Council Members who  
14 comprised a subcommittee charged by the City Council with  
15 studying the issue. Among the proposals under consideration at  
16 various times were restrictions on the number of dispensaries  
17 operating in the City, a lottery to determine which dispensaries  
18 would receive a license to operate in the City, and an outright  
19 ban on dispensaries within the City limits.

20 Between September 2010 and September 29, 2011, defendant  
21 made several telephone calls to and had several in-person  
22 meetings with a marijuana dispensary operator (the "dispensary  
23 operator") who was already operating a marijuana dispensary  
24 within the City. During several of the telephone calls and in-  
25 person meetings, defendant asked the dispensary operator to pay  
26 defendant money. In exchange, defendant represented that he  
27 would provide the dispensary operator with information about the  
28 City's plans to regulate marijuana dispensaries and would do what

1 he could with regard to the City Council's consideration of the  
2 marijuana dispensary issue to help the dispensary operator's  
3 dispensary stay in business. On several occasions, defendant did  
4 in fact provide the dispensary operator with inside information  
5 regarding the City's regulation of marijuana dispensaries.

6 In late October 2010 or early November 2010, defendant met  
7 with the dispensary operator at Rachada Thai restaurant in  
8 Santa Fe Springs. At the meeting, defendant and the dispensary  
9 operator discussed various City Council Members and their  
10 positions on marijuana dispensaries. Defendant told the  
11 dispensary operator that defendant could control the vote of one  
12 of the other City Council members. In the same meeting,  
13 defendant discussed a sick relative with high medical bills and  
14 asked the dispensary operator whether he could help pay at least  
15 \$1,500 towards defendant's relative's medical bills. In a  
16 subsequent telephone call between defendant and the dispensary  
17 operator, the dispensary operator agreed to pay defendant \$1,500.  
18 In that same telephone call, defendant told the dispensary  
19 operator to write up an agreement to make the \$1,500 payment look  
20 like a loan. On November 10, 2010, defendant met with the  
21 dispensary operator at a McDonald's restaurant in Santa Fe  
22 Springs. During the meeting, the dispensary operator gave  
23 defendant a personal check for \$1,500, and defendant signed the  
24 loan agreement.

25 On December 8, 2010, the dispensary operator became an  
26 informant for the Federal Bureau of Investigation ("FBI"). The  
27 dispensary operator agreed to record conversations with defendant  
28



1 and to provide the FBI with reports of conversations with  
2 defendant.

3       On December 14, 2010, defendant met with the dispensary  
4 operator at a Subway restaurant in La Mirada, California. During  
5 the meeting, the dispensary operator asked defendant, "If  
6 something happens, I know I can count on you, right?" and  
7 defendant responded, "Of course." The dispensary operator then  
8 paid defendant \$1,500 cash in FBI undercover funds. After making  
9 the payment, the dispensary operator asked defendant, "What's in  
10 it for me?" and defendant responded, among other things, "I think  
11 you're gonna be fine. I think you're gonna hang in there" and  
12 that defendant and another City Council member were "behind your  
13 cause" and "have your back" with regard to the City's regulation  
14 of dispensaries. Defendant also told the dispensary operator,  
15 "And I have to say, I can't say to you directly. . . . Because  
16 if I say it directly then that's you, know, . . . that's bribe  
17 money, . . . . Um, we, you have, we have your back."

18       On February 9, 2011, defendant met with the dispensary  
19 operator at an IHOP restaurant in La Mirada (the "La Mirada  
20 IHOP"). The dispensary operator paid defendant \$3,000 cash.  
21 During the meeting, the dispensary operator asked defendant,  
22 among other things, "I'm gonna be straight up with you; would you  
23 take care of me? I mean when it comes to --" and defendant  
24 responded, among other things, "I'm gonna do everything I can,"  
25 and "I will fight for you 'till the end. I'm one vote. But I  
26 have to be able to -- you have to be able to trust me . . . to  
27 work those other people." The dispensary operator also told  
28 defendant "I'm really counting on you -- cause I really want to

1 make sure that the business expands . . . . And that if  
2 something happens you got my back," to which defendant responded,  
3 among other things, "Yeah," and "But the way it's going right  
4 now," the City was "not looking until the end of 2012" to  
5 implement any new regulation regarding dispensaries.

6 On March 17, 2011, defendant met with the dispensary  
7 operator again at the La Mirada IHOP. The dispensary operator  
8 paid defendant \$2,000 cash. During the meeting, defendant told  
9 the dispensary operator that defendant "had to maneuver" to  
10 prevent the City Council from passing a ban on marijuana  
11 dispensaries. Defendant also told the dispensary operator,  
12 "[B]elieve me, I'm going to do everything I can to keep you where  
13 you're at," (which was operating a marijuana dispensary in the  
14 City) and "I'm going to put the pressure on the rest of the  
15 Council." Defendant also asked the marijuana dispensary  
16 operator, "what are the chances of, of, I don't want to say being  
17 put on the payroll, but on a monthly basis getting something from  
18 you . . . ." Defendant stated that he was asking for "a minimum  
19 of the house payment. My house payment is \$1,600," and asked the  
20 dispensary operator to pay in cash to avoid "a paper trail."

21 On April 8, 2011, defendant met with the dispensary operator  
22 at a Subway restaurant in La Mirada. The dispensary operator  
23 paid defendant \$1,800 cash. During the meeting, the dispensary  
24 operator asked, "You will shake my hand and you will say, you  
25 will put a good thing with the City Council . . ." and defendant  
26 replied, "Whatever I have to do."

27 On April 27, 2011, defendant was interviewed by FBI Special  
28 Agents. Defendant told the agents that he had met with one

1 dispensary operator "once and that was it." Two days later, on  
2 April 29, 2011, defendant met with the dispensary operator in a  
3 car outside of a Cabo Taco Baja Grill restaurant in La Mirada.  
4 Defendant told the dispensary operator that he had met with FBI  
5 agents. The dispensary operator asked defendant, "[A]re we still  
6 meeting?" and defendant responded, "Well yeah definitely," but  
7 stated that defendant and the dispensary operator had to be "more  
8 discreet," such as by meeting or exchanging money in a car.

9 FBI Special Agents interviewed defendant again on May 2,  
10 2011. At that meeting, defendant told the agents that he had  
11 met the dispensary operator twice, not once, as defendant had  
12 stated in his first interview with the FBI. Defendant also  
13 stated that he never received any gifts, payments, gratuities,  
14 loans, or any kind of cash disbursements from any dispensary  
15 operators, except for gift cards from the dispensary operator's  
16 landlord, which defendant stated that defendant had donated to  
17 charity. That evening, defendant called the dispensary operator  
18 and told him that defendant had again been interviewed by the  
19 FBI. The dispensary operator also asked defendant, "[Y]ou still  
20 wanted, uh, to meet tomorrow, I think?" and defendant responded,  
21 "Yeah, yeah. . . . Yeah, yeah, we still need to meet, yeah."

22 The next day, on May 3, 2011, defendant met with the  
23 dispensary operator in a car outside of a Sizzler restaurant in  
24 La Mirada. The dispensary operator paid defendant \$1,700 cash.  
25 Defendant told the dispensary operator that the City had to "do  
26 something" because the City had "so many" marijuana dispensaries.  
27 Defendant told the dispensary operator that defendant would do  
28 "[w]hatever I can do" to take care of the dispensary operator.

1        On June 2, 2011, the dispensary operator called defendant  
2 and dispensary operator and defendant agreed not to meet or talk  
3 for awhile. Thereafter, the dispensary operator received a  
4 letter from the City asking him to cease and desist his  
5 dispensary operations by September 26, 2011. Such letters were  
6 sent by the City to all marijuana dispensaries known to the City.

7        On September 8, 2011, defendant approached the dispensary  
8 operator after a Santa Fe Springs City Council Meeting and told  
9 the dispensary operator that he wanted to meet the following  
10 week. Defendant and the dispensary operator thereafter arranged  
11 to meet and did meet on September 14, 2011, at the La Mirada  
12 IHOP. During the meeting, defendant told the dispensary operator  
13 that defendant needed one more payment from the dispensary  
14 operator by Friday, September 16, 2011, so that defendant could  
15 pay his mortgage. The dispensary operator asked defendant  
16 whether the dispensary operator could count on defendant when the  
17 time came for him to apply for a dispensary license from the  
18 City, and defendant replied that he was "only one" but he would  
19 try to get other City Council members to approve the license.  
20 The dispensary operator also asked defendant whether defendant  
21 would "take care of" the dispensary operator, to which defendant  
22 responded, "I've always told you that I would do everything I can  
23 and I always have." Defendant and the dispensary operator met  
24 again on September 15, 2011, in a car outside of the La Mirada  
25 IHOP. During the meeting, defendant stated that defendant would  
26 do "anything and everything he can" to make sure that the  
27 dispensary operator obtained a dispensary license from the City.

1 Defendant and the dispensary operator also met on  
2 September 26, 2011, in a car outside a Home Depot store in  
3 La Mirada. At that meeting, the dispensary operator told  
4 defendant that he had closed his dispensary as of that day.  
5 Defendant told the dispensary operator that the City planned to  
6 shut down only five dispensaries initially, and that the  
7 dispensary operator's dispensary was not among the five, stating,  
8 "You are safe for at least two to three weeks at least."  
9 Defendant also told the dispensary operator that defendant would  
10 find out more information for the dispensary operator at a closed  
11 session City Council meeting that Thursday. Defendant repeated  
12 several times that he needed \$1600 to pay his mortgage, and told  
13 the dispensary operator "I told you I would help you" and "I told  
14 you I would be loyal to you." Defendant and the dispensary  
15 operator also discussed whether "the feds" were investigating in  
16 the City and what would happen if "they know that I am talking to  
17 you right now."

18 Defendant and the dispensary operator spoke a final time on  
19 September 29, 2011, via telephone. During that call, the  
20 dispensary operator asked defendant whether it was okay for his  
21 dispensary to be open and whether defendant had his back on that.  
22 Defendant responded, "Yeah, yeah."

23 Defendant accepted each of the above-described payments and  
24 solicited payment from the dispensary operator in September 2011  
25 corruptly and with the intent to be influenced or rewarded in  
26 connection with the business of the City, namely the regulation  
27 of marijuana dispensaries within the City. The parties agree  
28

1 that \$10,000 of the funds that defendant accepted from the  
2 dispensary operator were undercover funds provided by the FBI.

3 SENTENCING FACTORS

4 10. Defendant understands that in determining defendant's  
5 sentence the Court is required to calculate the applicable  
6 Sentencing Guidelines range and to consider the range, possible  
7 departures under the Sentencing Guidelines, and the other  
8 sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant  
9 understands that the Sentencing Guidelines are advisory only,  
10 that defendant cannot have any expectation of receiving a  
11 sentence within the calculated Sentencing Guidelines range, and  
12 that after considering the Sentencing Guidelines and the other  
13 § 3553(a) factors, the Court will be free to exercise its  
14 discretion to impose any sentence it finds appropriate up to the  
15 maximum set by statute for the crime of conviction.

16 11. Defendant and the USAO agree and stipulate to the  
17 following applicable sentencing guideline factors:

18	Base Offense Level	:	14	[U.S.S.G. § 2C1.1(a)]
19	Specific Offense			
20	Characteristics			
21	Offense involving more			
	than one bribe/extortion :	+2	[U.S.S.G. § 2C1.1(b) (1)]	
22	More than \$10,000			
	obtained by defendant :	+4	[U.S.S.G. § 2C1.1(b) (2),	
23			2B1.1(b) (1) (C)]	
24	Offense involving an			
	elected official :	+4	[U.S.S.G. § 2C1.1(b) (3)]	
25	Adjustments			
26	Acceptance of			
	Responsibility :	-3	[U.S.S.G. § 3E1.1]	
27				
28	Total Offense Level	:	21	

1 The USAO will agree to a two-level downward adjustment for  
2 acceptance of responsibility (and, if applicable, move for an  
3 additional one-level downward adjustment under U.S.S.G.  
4 § 3E1.1(b)) only if the conditions set forth in paragraph 3(c) are  
5 met. Subject to paragraph 25 below, defendant and the USAO agree  
6 not to seek, argue, or suggest in any way, either orally or in  
7 writing, that any other specific offense characteristics,  
8 adjustments, or departures relating to the offense level be  
9 imposed. Defendant agrees, however, that if, after signing this  
10 agreement but prior to sentencing, defendant were to commit an  
11 act, or the USAO were to discover a previously undiscovered act  
12 committed by defendant prior to signing this agreement, which  
13 act, in the judgment of the USAO, constituted obstruction of  
14 justice within the meaning of U.S.S.G. § 3C1.1, the USAO would be  
15 free to seek the enhancement set forth in that section.

16 12. Defendant understands that there is no agreement as to  
17 defendant's criminal history or criminal history category.

18 13. Defendant and the USAO reserve the right to argue for a  
19 sentence outside the sentencing range established by the  
20 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
21 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

22 WAIVER OF CONSTITUTIONAL RIGHTS

23 14. Defendant understands that by pleading guilty,  
24 defendant gives up the following rights:

- 25 a) The right to persist in a plea of not guilty.
- 26 b) The right to a speedy and public trial by jury.
- 27 c) The right to be represented by counsel – and, if  
28 necessary, have the court appoint counsel – at trial. Defendant

1 understands, however, that, despite defendant's guilty plea,  
2 defendant retains the right to be represented by counsel - and,  
3 if necessary, have the Court appoint counsel - at every other  
4 stage of the proceeding.

5 d) The right to be presumed innocent and to have the  
6 burden of proof placed on the government to prove defendant  
7 guilty beyond a reasonable doubt.

8 e) The right to confront and cross-examine witnesses  
9 against defendant.

10 f) The right to testify and to present evidence in  
11 opposition to the charges, including the right to compel the  
12 attendance of witnesses to testify.

13 g) The right not to be compelled to testify, and, if  
14 defendant chose not to testify or present evidence, to have that  
15 choice not be used against defendant.

16 h) Any and all rights to pursue any affirmative  
17 defenses, Fourth Amendment or Fifth Amendment claims, and other  
18 pretrial motions that have been filed or could be filed.

19 WAIVER OF APPEAL OF CONVICTION

20 15. Defendant understands that, with the exception of an  
21 appeal based on a claim that defendant's guilty plea was  
22 involuntary, by pleading guilty defendant is waiving and giving  
23 up any right to appeal defendant's conviction on the offense to  
24 which defendant is pleading guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 16. Defendant agrees that, provided that the Court imposes  
27 a total term of imprisonment on all counts of conviction of no  
28 more than 46 months, defendant waives and gives up the right to



1 appeal all of the following: (a) the procedures and calculations  
2 used to determine and impose any portion of the sentence, and the  
3 manner in which any portion of the sentence was calculated;  
4 (b) the term of imprisonment imposed by the Court; (c) the fine  
5 imposed by the Court, and the manner in which the fine was  
6 determined, provided the fine is within the statutory maximum;  
7 (d) the amount and terms of any restitution order, provided it  
8 requires payment of no more than \$10,000; (e) the term of any  
9 probation or supervised release imposed by the Court; and (f) any  
10 condition of probation or supervised release imposed by the  
11 Court.

12 17. Defendant also gives up any right to bring a  
13 post-conviction collateral attack on the conviction or sentence,  
14 including any order of restitution, except a post-conviction  
15 collateral attack based on a claim of ineffective assistance of  
16 counsel, a claim of newly discovered evidence, or an explicitly  
17 retroactive change in the applicable Sentencing Guidelines,  
18 sentencing statutes, or statutes of conviction.

19 18. The USAO agrees that, provided (a) all portions of the  
20 sentence are at or below the statutory maximum specified above  
21 and (b) the Court imposes a term of imprisonment of no less than  
22 37 months, the USAO gives up its right to appeal any portion of  
23 the sentence.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 19. Defendant agrees that if, after entering a guilty plea  
26 pursuant to this agreement, defendant seeks to withdraw and  
27 succeeds in withdrawing defendant's guilty plea on any basis  
28 other than a claim and finding that entry into this plea

1 agreement was involuntary, then (a) the USAO will be relieved of  
2 all of its obligations under this agreement; and (b) should the  
3 USAO choose to pursue any charge or any civil, administrative, or  
4 regulatory action that was either dismissed or not filed as a  
5 result of this agreement, then (i) any applicable statute of  
6 limitations will be tolled between the date of defendant's  
7 signing of this agreement and the filing commencing any such  
8 action; and (ii) defendant waives and gives up all defenses based  
9 on the statute of limitations, any claim of pre-indictment delay,  
10 or any speedy trial claim with respect to any such action, except  
11 to the extent that such defenses existed as of the date of  
12 defendant's signing this agreement.

#### 13 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

14 20. Defendant agrees that if the count of conviction is  
15 vacated, reversed, or set aside, both the USAO and defendant will  
16 be released from all their obligations under this agreement.

#### 17 EFFECTIVE DATE OF AGREEMENT

18 21. This agreement is effective upon signature and  
19 execution of all required certifications by defendant,  
20 defendant's counsel, and an Assistant United States Attorney.

#### 21 BREACH OF AGREEMENT

22 22. Defendant agrees that if defendant, at any time after  
23 the signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an  
25 Assistant United States Attorney, knowingly violates or fails to  
26 perform any of defendant's obligations under this agreement ("a  
27 breach"), the USAO may declare this agreement breached. All of  
28 defendant's obligations are material, a single breach of this

1 agreement is sufficient for the USAO to declare a breach, and  
2 defendant shall not be deemed to have cured a breach without the  
3 express agreement of the USAO in writing. If the USAO declares  
4 this agreement breached, and the Court finds such a breach to  
5 have occurred, then: (a) if defendant has previously entered a  
6 guilty plea pursuant to this agreement, defendant will not be  
7 able to withdraw the guilty plea, and (b) the USAO will be  
8 relieved of all its obligations under this agreement.

9 23. Following the Court's finding of a knowing breach of  
10 this agreement by defendant, should the USAO choose to pursue any  
11 charge or any civil, administrative, or regulatory action that  
12 was either dismissed or not filed as a result of this agreement,  
13 then:

14 (a) Defendant agrees that any applicable statute of  
15 limitations is tolled between the date of defendant's signing of  
16 this agreement and the filing commencing any such action.

17 (b) Defendant waives and gives up all defenses based  
18 on the statute of limitations, any claim of pre-indictment delay,  
19 or any speedy trial claim with respect to any such action, except  
20 to the extent that such defenses existed as of the date of  
21 defendant's signing this agreement.

22 (c) Defendant agrees that: (i) any statements made by  
23 defendant, under oath, at the guilty plea hearing (if such a  
24 hearing occurred prior to the breach); (ii) the agreed upon  
25 factual basis statement in this agreement; and (iii) any evidence  
26 derived from such statements, shall be admissible against  
27 defendant in any such action against defendant, and defendant  
28 waives and gives up any claim under the United States

1 Constitution, any statute, Rule 410 of the Federal Rules of  
2 Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure,  
3 or any other federal rule, that the statements or any evidence  
4 derived from the statements should be suppressed or are  
5 inadmissible.

6 COURT AND PROBATION OFFICE NOT PARTIES

7 24. Defendant understands that the Court and the United  
8 States Probation Office are not parties to this agreement and  
9 need not accept any of the USAO's sentencing recommendations or  
10 the parties' agreements to facts or sentencing factors.

11 25. Defendant understands that both defendant and the USAO  
12 are free to: (a) supplement the facts by supplying relevant  
13 information to the United States Probation Office and the Court,  
14 (b) correct any and all factual misstatements relating to the  
15 Court's Sentencing Guidelines calculations and determination of  
16 sentence, and (c) argue on appeal and collateral review that the  
17 Court's Sentencing Guidelines calculations and the sentence it  
18 chooses to impose are not error, although each party agrees to  
19 maintain its view that the calculations in paragraph 11 are  
20 consistent with the facts of this case. While this paragraph  
21 permits both the USAO and defendant to submit full and complete  
22 factual information to the United States Probation Office and the  
23 Court, even if that factual information may be viewed as  
24 inconsistent with the facts agreed upon in this agreement, this  
25 paragraph does not affect defendant's and the USAO's obligations  
26 not to contest the facts agreed upon in this agreement.

27 26. Defendant understands that even if the Court ignores  
28 any sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed upon, and/or imposes any sentence up  
2 to the maximum established by statute, defendant cannot, for that  
3 reason, withdraw defendant's guilty plea, and defendant will  
4 remain bound to fulfill all defendant's obligations under this  
5 agreement. Defendant understands that no one -- not the  
6 prosecutor, defendant's attorney, or the Court -- can make a  
7 binding prediction or promise regarding the sentence defendant  
8 will receive, except that it will be within the statutory  
9 maximum.

10 NO ADDITIONAL AGREEMENTS

11 27. Defendant understands that, except as set forth herein,  
12 there are no promises, understandings, or agreements between the  
13 USAO and defendant or defendant's attorney, and that no  
14 additional promise, understanding, or agreement may be entered  
15 into unless in a writing signed by all parties or on the record  
16 in court.

17 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

18 28. The parties agree that this agreement will be  
19 considered part of the record of defendant's guilty plea hearing

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1 as if the entire agreement had been read into the record of the  
2 proceeding.

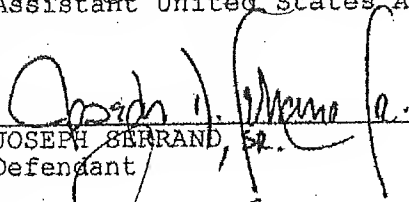
3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE  
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA


6 ANDRÉ BIROTTE JR.  
7 United States Attorney

8   
9 MARGARET L. CARTER  
10 Assistant United States Attorney

06-27-2012  
Date

11   
12 JOSEPH SERRANO, Sr.  
13 Defendant

06.27.2012  
Date

14   
15 DOMINIC CANTALUPO  
16 Attorney for Defendant  
17 JOSEPH SERRANO

6/27/12  
Date

18 CERTIFICATION OF DEFENDANT

19 I am fluent in the spoken and written English language. I  
20 have read this agreement in its entirety. I have had enough time  
21 to review and consider this agreement, and I have carefully and  
22 thoroughly discussed every part of it with my attorney. I  
23 understand the terms of this agreement, and I voluntarily agree  
24 to those terms. I have discussed the evidence with my attorney,  
25 and my attorney has advised me of my rights, of possible pretrial  
26 motions that might be filed, of possible defenses that might be  
27 asserted either prior to or at trial, of the sentencing factors  
28 set forth in 18 U.S.C. S 3553(a), of relevant Sentencing

1 Guidelines provisions, and of the consequences of entering into  
2 this agreement. No promises, inducements, or representations of  
3 any kind have been made to me other than those contained in this  
4 agreement. No one has threatened or forced me in any way to  
5 enter into this agreement. I am satisfied with the  
6 representation of my attorney in this matter, and I am pleading  
7 guilty because I am guilty of the charges and wish to take  
8 advantage of the promises set forth in this agreement, and not  
9 for any other reason.

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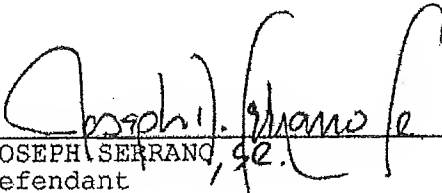
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JOSEPH SERRANO  
Defendant

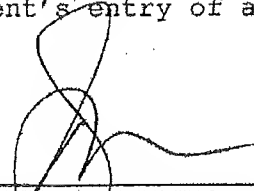
06-27-2012  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Joseph Serrano's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual

1 basis set forth in this agreement is sufficient to support my  
2 client's entry of a guilty plea pursuant to this agreement.

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DOMINIC CANTALUPO  
Attorney for Defendant  
JOSEPH SERRANO

6/27/2012  
Date



# Exhibit A

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8 UNITED STATES DISTRICT COURT  
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
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11 UNITED STATES OF AMERICA, ) No.  
12 Plaintiff, )  
13 v. ) I N F O R M A T I O N  
14 JOSEPH SERRANO, ) [18 U.S.C. § 666(a)(1)(B):  
15 Defendant. ) Bribery Concerning Programs  
16 ) Receiving Federal Funds]  
17 )  
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17 The United States Attorney charges:

18 [18 U.S.C. § 666(a)(1)(B)]

19 1. At all times relevant to this Indictment:

20 a. The City of Santa Fe Springs was a local  
21 government that received federal assistance in excess of \$10,000  
22 during the one-year period beginning October 1, 2010 and ending  
23 September 30, 2011.

24 b. Defendant JOSEPH SERRANO ("SERRANO") was at all  
25 times relevant to this information an agent of the City of  
26 Santa Fe Springs. Specifically, SERRANO was a member of the City  
27 Council of Santa Fe Springs from at least in or about  
28 January 2010 until in or about October 2011. From in or about

MLC:mlc

1 December 2010 to in or about October 2011, SERRANO was also Mayor  
2 of the City of Santa Fe Springs.

3 2. Beginning on or about October 23, 2010 and continuing  
4 until on or about September 30, 2011, in Los Angeles County,  
5 within the Central District of California, and elsewhere,  
6 defendant JOSEPH SERRANO corruptly solicited, demanded, and  
7 agreed to accept things of value, namely cash payments, intending  
8 to be influenced and rewarded in connection with the business, a  
9 transaction, and a series of transactions of the City of Santa Fe  
10 Springs involving a thing of value of \$5,000 or more.

11  
12 ANDRÉ BIROTTE JR.  
13 United States Attorney  
14

15 ROBERT E. DUGDALE  
16 Assistant United States Attorney  
17 Chief, Criminal Division

18 LAWRENCE S. MIDDLETON  
19 Assistant United States Attorney  
20 Chief, Public Corruption & Civil Rights  
21 Section

22 MARGARET L. CARTER  
23 Assistant United States Attorney  
24 Public Corruption & Civil Rights Section  
25  
26  
27  
28

1 **CERTIFICATE OF SERVICE**

2 I, **GEORGINA MORENO**, declare:

3 That I am a citizen of the United States and resident or employed in Los Angeles County,  
4 California; that my business address is the Office of the United States Attorney, United States  
5 Courthouse, 312 North Spring Street, Los Angeles, California, 90012; that I am over the age of  
6 eighteen years, and am not a party to the above-entitled action;  
7

8 That I am employed by the United States Attorney for the Central District of California  
9 who is a member of the Bar of the United States District Court for the Central District of  
10 California, at whose direction I served a copy of:  
11

12 **PLEA AGREEMENT FOR DEFENDANT JOSEPH SERRANO, SR.**

13 **service was:**

14 ☐ Placed in a closed  
15 envelope, for collection  
16 and interoffice delivery  
addressed as follows:

☒ Placed in a sealed  
envelope for collection and  
Mailing via United States Mail,  
addressed as follows:

17 ☐ Electronic Mail

☐ By facsimile as follows:

18 ☐ By hand delivery

☐ By federal express as follows:

19  
20 **DOMINIC CANTALUPO, ESQ.**  
21 **100 WILSHIRE BLVD., STE. 950**  
22 **SANTA MONICA, CA 90401-1145**

23 This Certificate is executed on, **June 28, 2012**, Los Angeles, California.

24 I certify under penalty of perjury that the foregoing is true and correct.  
25

26   
27 **GEORGINA MORENO**  
28